

**Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.**

Producers 88 (4/76) Revised Paid Up  
With 640 Acres Pooling Provision

## **OIL, GAS AND MINERAL LEASE (NO SURFACE USE)**

THIS AGREEMENT made this 16 day of June, 2008, between Lorie Griffith, herein dealing in her sole and separate property, Lessor (whether one or more), whose address is 632 Crosby Avenue Fort Worth, TX 76108-1313, and Dale Property Services, LLC, 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, Lessee, WITNESSETH:

1. Lessor in consideration of Ten and No/100-----Dollars (\$10.00), in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent and contiguous thereto, to produce, save, take care of, treat, transport and own said products, and housing its employees, the following described land in Tarrant County, Texas, to-wit:

0.496 acres of land, more or less, being Lot(s) 21 & 22, Block 18, of the Alta Mere Addition, an addition to the City of Fort Worth, thereof recorded in Volume 1037, Page(s) 413, of the Plat records of Tarrant County, Texas.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above.

2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of Five (5) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipelines to which lessee may connect its wells, the equal one-fourth (1/4) part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-fourth (1/4) part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-fourth (1/4) of the cost of treating oil to render it marketable pipeline oil; (b) to pay lessor for gas and casinghead gas produced from said land (1) when sold by lessee one-fourth (1/4) of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products one-fourth (1/4) of the amount realized from the sale of gasoline or other products extracted therefrom and one-fourth (1/4) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the Bank at or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

4. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms 'oil well' and 'gas well' shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, 'oil well' means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and 'gas well' means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term 'horizontal completion' means an oil or gas well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder. Any unit so formed may be amended, increased in size, decreased in size, or changed in configuration, at the election of Lessee, at any time and from time to time, and Lessee may vacate and dissolve any unit by instrument in writing filed for record in said county at any time when there is no unitized substance being produced from such unit. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 330 feet of and draining the leased premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a

Revised on 9/26/2006

reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

6. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

7. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part, provided that Lessee commences action to correct such breach within thirty (30) days from receipt of notice from Lessor of said breach by Lessee. Upon commencing action to correct said breach, Lessee shall inform Lessor of corrective actions taken and to be taken to cure said breach. No obligation reasonably to develop the leased premises shall arise during the primary term. Should oil, gas or other mineral in paying quantities be discovered on said premises, then after the expiration of the primary term, Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities. If after the expiration of the primary term, Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

10. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing any oil, gas or other minerals therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, and Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the lease premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

11. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface easements shall run with the land and survive any termination of this lease.

12. Notwithstanding anything contained herein to the contrary, Lessee does not by virtue of this lease acquire any rights whatsoever to conduct any operations on the surface of the lease premises without first obtaining the prior written consent of Lessor, however, Lessee may recover oil, gas and associated hydrocarbons from the lease premises by directional or horizontal drilling, pooling, unitization or any other method provided in this lease.

See Exhibit "A" attached hereto and made a part hereof

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

By: Lorie R. Griffith

By: \_\_\_\_\_

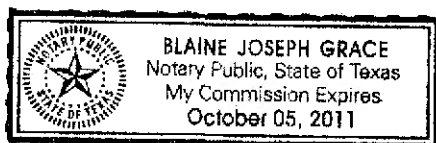
#### ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 16 day of June, 2008.

by Lorie R. Griffith



Blaine Grace  
Notary Public, State of Texas  
Notary's name (printed):  
Notary's commission expires:

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

by \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas  
Notary's name (printed):  
Notary's commission expires:

## EXHIBIT "A"

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated June 16, 2008, between Lorie Griffith, herein dealing in her sole and separate property, as Lessor, and Dale Property Services, LLC, as Lessee.

### 13. AGREEMENTS SUPERSEDE

It is understood and agreed by all parties hereto that the provisions of this Addendum supersede any provisions to the contrary contained in the printed lease ("Lease") hereof.

14. The Lease shall be in force for a primary term of three (3) years from the date hereof, and for as long thereafter as oil, gas and other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith.

15. Lessor, and their successors and assigns, hereby grants Lessee an option to extend the primary term of this lease for an additional period of Two (2) from the end of the primary term by paying or tendering to Lessor prior to the end of the primary term the same bonus consideration, terms and conditions as granted for this lease.

### 16. ROYALTY

Notwithstanding any other provision to the contrary in the Lease, royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be Twenty-five percent (25%) of such production, to be delivered to Lessor free of any production or post-production costs, provided that Lessee shall have the continuing right to sell any production in its possession to itself or an affiliate at the average of the three highest prices being paid by third parties not affiliated with the seller in first sales at arms-length for oil and other liquid hydrocarbons from the same field (or if there is no such average price then available for oil and other liquid hydrocarbons from the same field, then such average price of oil and liquid hydrocarbons from the nearest field for which there is such an average price) for oil and liquid hydrocarbons of similar grade and gravity; (b) for gas (including casinghead gas), the royalty shall be Twenty-five percent (25%) of the gross proceeds realized by Lessee. Lessor's royalty shall be determined and delivered to Lessor free of any development, production, compression, processing, treating, gathering, transportation, delivery, marketing, or other post-production costs beyond the wellhead to the point of delivery to the inlet of the gas pipeline evacuating gas from the Leased Premises. Lessee shall have the continuing right to sell such gas and components to itself or an affiliate at the average of the three highest prices being paid by third parties not affiliated with the seller in first sales at arms-length of gas and liquid hydrocarbon or other components of similar BTU content from the same field (or if there is no such average price then available for gas, liquids and other components from the same field, then such average price for production from the nearest field for which there is such an average price) pursuant to comparable purchase arrangements entered into on the same or nearest preceding date as the date on which Lessee or its affiliate commences its purchases hereunder; and (c) in calculating royalties on production hereunder, Lessee may deduct Lessor's proportionate part of any ad valorem, production and excise taxes.

### 17. PAYMENT OF ROYALTIES

Accounting and payment to Lessor of royalties from the production of oil or gas from any well shall commence no later than ninety (90) days after the date of first production. Thereafter, unless otherwise specifically provided herein, all accountings and payments of royalties shall be made promptly within a reasonable time from production if delivered in kind or from receipt of Lessee if sold or used or removed from said land by Lessee, and in no event later than the 25<sup>th</sup> day of the second calendar month following the calendar month in which the production, use, removal or sale occurred. Unless otherwise herein expressly provided, any royalties or other payments provided for in the Lease which are suspended or not paid to Lessor within the time period specified therefore shall accrue interest at the rate of interest specified or generally applicable to judgments in Texas compounded daily (but not to exceed, and limited to, the highest rate which may be legally contracted for by parties in the position of Lessor and Lessee) from the due date until paid. Acceptance by Lessor of royalties which are past due shall not act as a waiver or estoppel of Lessor's right to receive or recover any and all interest due thereon under the provisions hereof unless the written acceptance or acknowledgment by Lessor to Lessee expressly so provides. The rights of Lessor under this paragraph shall be in addition to, and not in lieu of, all rights Lessor may have as to payment of royalty under Texas law, including, without limitation, V.T.C.A. NATURAL RESOURCES CODE §§ 91.401 through 91.405. Following 30 days prior notice, Lessor shall have reasonable access to the books, records and drilling and production data (excluding interpretive data) and related information of Lessee to the extent the same relate to wells drilled on said land or on land with which all or part of said land is pooled.

### 18. SHUT-IN ROYALTIES

It is expressly agreed and understood that Lessee's right to maintain this Lease in force after the expiration of the primary term hereof by the payment of shut-in gas royalty under the Lease shall be limited to twenty-four (24) months in the aggregate. In determining the cumulative period in which a well may be shut-in, periods in which a well is shut-in because of (a) downstream pipeline malfunction, maintenance or repair, (b) curtailment by downstream purchasers or transporters of gas or (c) matters of force majeure shall not be considered or count against such cumulative period. In the event Lessee defaults in the timely payment of the shut-in royalty hereunder, and said default continues for a period of sixty (60) days after written notice from Lessor of said default then this Lease shall, ipso facto, terminate. Further, notwithstanding any provision to the contrary in the Lease the annual shut-in payment amount shall be \$25.00 per net mineral acre. If, after such twenty-four (24) month period has expired and Lessee is thereafter required to shut in all well(s) on the Lease due to an inability to (1) obtain a reasonable market for the gas or (2) where Lessee does have a gas contract but Lessee's purchaser of gas refuses or is unable to purchase and take such gas due to no fault of Lessee, then Lessee may pay or tender to the Lessor at the address last given to Lessee, as royalty, at annual intervals, a sum equal to \$25.00 Dollars per net acre for each acre then subject to this Lease and it will be considered that gas is being produced from this Lease in paying quantities during any period for which payment is made. Such payments shall be made no later than ninety (90) days after the date the wells are shut in or the Lease is not otherwise maintained, whichever is later, and subsequent payments, if Lessee is still unable to market such gas for the above reasons, will be due annually thereafter (if this Lease is not being otherwise maintained in force) on the anniversary date of the period for which the prior payment was made.

### 19. OIL AND GAS ONLY

Notwithstanding any other provision to the contrary in the Lease, it is understood and agreed that this Lease covers and includes oil and gas only (including with oil and gas, all constituent elements thereof and all other liquefiable hydrocarbons and products of every kind or character derived there from and produced therewith from the well bore, including sulphur), and that all minerals other than oil and gas are excepted here from and reserved to Lessor. Solid minerals such as iron, sand, gravel, clay, uranium and sulphur (apart from sulphur produced through the well bore) are excluded from this Lease.

20. POOLING

Notwithstanding any other provision to the contrary in the Lease, in the case of pooling hereunder, all of the Lease Premises shall be included in any unit so formed.

21. SURFACE OCCUPANCY

Lessee does not by virtue of this Lease acquire any rights whatsoever to conduct any operations on the surface of the Lease Premises without first obtaining the prior written consent of Lessor, however, Lessee may recover oil, gas and associated hydrocarbons from the Lease Premises by directional or horizontal drilling, pooling, unitization or any other method provided in the Lease.

22. DEPTH LIMITATION CLAUSE

This lease is specifically limited in scope to only those formations and geologic strata under the described lands located between the surface of the ground and down to and 100 feet below the deepest producing formation of any well drilled upon the leased premises or acreage pooled therewith within the primary term of this lease. All formations and strata and all oil, gas and other minerals therein located, as well as all rights to explore and drill therefore below said prescribed depth, are excepted from this lease and reserved unto and fully retained by the Lessor. The Lessor also reserves, retains and holds unto Lessor all necessary rights of ingress and egress with drilling equipment and other equipment for the purpose of fully developing and exploring for oil, gas and other minerals into the lower formations herewith reserved.

23. WELL INFORMATION

If requested in writing by Lessor, whenever Lessee files a report with the Railroad Commission of Texas or other governmental authority having jurisdiction, including, but not limited to, applications to drill, well tests, completion reports, plugging records and production reports, Lessee shall, at the time, deliver a copy of the report to Lessor.

24. LEGAL COMPLIANCE

Lessee shall conduct all operations hereunder in accordance with the applicable rules and regulations of the Texas Commission on Environmental Quality and the Railroad Commission of Texas, and Lessee shall strictly observe and comply with all applicable local, state and federal environmental laws and regulations dealing with the herein leased premises and shall indemnify and hold harmless Lessor for any losses incurred as a result of violations thereof.

25. INDEMNITY AND INSURANCE

**LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR, AND LESSOR'S REPRESENTATIVES, SUCCESSORS, AND ASSIGNS AGAINST ALL EXPENSES, CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION OF ANY NATURE FOR INJURY TO OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY, INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES, EXPERT FEES, AND COURT COSTS, CAUSED BY LESSEE'S OPERATIONS ON THE LAND OR LESSEE'S MARKETING OF PRODUCTION FROM THE LAND OR ANY VIOLATION OF ANY APPLICABLE ENVIRONMENTAL REQUIREMENTS BY LESSEE. AS USED IN THIS PARAGRAPH, THE TERM "LESSEE" INCLUDES LESSEE, ITS AGENTS, EMPLOYEES, SERVANTS, CONTRACTORS, AND ANY OTHER PERSON ACTING UNDER ITS DIRECTION AND CONTROL, AND ITS INDEPENDENT CONTRACTORS. AS A CONDITION PRECEDENT FOR LESSOR'S RIGHT TO ENFORCE THIS INDEMNITY, LESSOR SHALL NOTIFY LESSEE IN WRITING OF ANY CLAIM ASSERTED AGAINST LESSOR, WITHIN 30 DAYS AFTER SUCH CLAIM IS ASSERTED AND LESSOR SHALL GIVE FULL DETAILS OF SUCH CLAIM. LESSEE SHALL HAVE THE RIGHT AT ANY TIME TO TAKE OVER THE DEFENSE OF ANY SUCH CLAIM. IN ANY EVENT, LESSOR SHALL KEEP LESSEE FULLY ADVISED OF THE STATUS OF THE CLAIM AND NO SETTLEMENT OF ANY CLAIM SHALL BE MADE WITHOUT LESSEE'S WRITTEN CONSENT. LESSEE'S INDEMNITY OBLIGATIONS SHALL TERMINATE UPON THE EARLIER OF THE EXPIRATION OF ANY APPLICABLE STATUTE OF LIMITATIONS OR FOUR YEARS AFTER TERMINATION OF THIS LEASE.** At all times while this Lease is in force, Lessee shall self insure or acquire and maintain insurance covering all of its operations on the Land, including any work performed on its behalf by contractors, subcontractors, and others, naming Lessor as an additional insured. The policies shall include coverage of comprehensive general liability, for bodily injury and property damage, blowout and loss of well coverage, and coverage for any damage to the environment, including coverage for the cost of clean up and reasonably practical surface remediation.

26. RELEASE

Upon expiration or termination of this lease for any reason as to all or any portion of the leased premises, Lessee shall be obligated at its expense to promptly prepare, execute and within forty-five (45) days of such expiration or termination file in the public records in the county in which said leased premises is located an *appropriate release instrument covering all or such portion of said leased premises as may be applicable hereunder*, and to promptly forward a copy of same as so recorded to Lessor. The provisions of this paragraph shall apply each time that a termination occurs.

27. NO WARRANTIES

Lessor makes no warranty of any kind with respect to title to the Land. By acceptance of this Lease, Lessee acknowledges that it has been given full opportunity to investigate and has conducted sufficient investigation to satisfy itself as to the title to the Land, and Lessee assumes all risk of title failures, subject only to the provisions set forth herein.

28. CESSATION OF PRODUCTION

If, at the expiration of the primary term, oil and/or gas are being produced in paying quantities, but production ceases from any cause, this lease shall not terminate as to the governmental proration unit attributable to the well or wells affected thereby if Lessee commences reworking or additional actual drilling within ninety (90) days

thereafter, and such reworking or additional drilling is diligently prosecuted with no cessation of more than ninety (90) days, and production in paying quantities thereafter resumes.

29. ATTORNEY'S FEES

In the event that Lessor shall be required to employ legal counsel for the enforcement of any provision of this lease, Lessor shall be entitled to recover its reasonable attorney's fees and expenses related thereto.

30. LAW AND VENUE

The rights and duties of the parties under the lease shall be governed by the laws of the State of Texas. Venue for any action arising hereunder shall lie in Tarrant County, Texas.

31. MEMORANDUM OF LEASE

The parties hereto agree that a Memorandum of Lease may be recorded in the Public Records of Tarrant County, Texas, to evidence the existence of this Lease.

32. BINDING EFFECT

This lease shall be binding on the parties hereto and their successors, assigns, heirs and legal representatives.

33. MISCELLANEOUS

(a) This lease shall include all STRIPS AND GORES, Streets, Easements, Highways and alleyways adjacent thereto.

SIGNED FOR IDENTIFICATION:

LESSOR:

Lorie Griffith

By: 

LESSEE:

DALE PROPERTY SERVICES, LLC

By: 

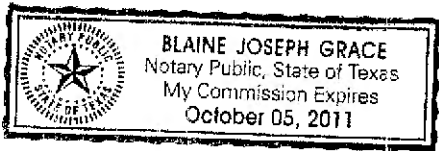
Mike Taliaferro

ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF TARRANT

This instrument was acknowledged before me on the 16 day of June, 2008, by

Lorie Griffith



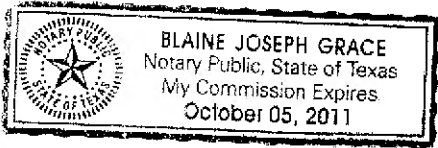
Blaine Grace

Notary Public, State of Texas  
Notary's name (printed):  
Notary's commission expires:

STATE OF TEXAS  
COUNTY OF TARRANT

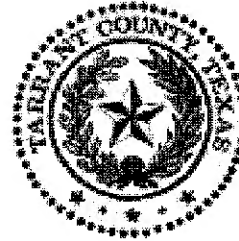
This instrument was acknowledged before me on the 16 day of June, 2008, by

Mike Taliaferro, President of Pale Property Services, LLC



Blaine Grace

Notary Public, State of Texas  
Notary's name (printed):  
Notary's commission expires:



DALE RESOURCES LLC  
2100 ROSS AVE STE 1870 LB-9

DALLAS TX 75201

Submitter: DALE RESOURCES LLC

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 07/02/2008 11:19 AM  
Instrument #: D208255180  
LSE 7 PGS \$36.00

By: \_\_\_\_\_



**D208255180**

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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